

# EXHIBIT B

## KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

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September 23, 2020

By E-mail  
Zoya Kovalenko  
[REDACTED]

**PERSONAL AND CONFIDENTIAL**

Dear Zoya:

On behalf of the Firm, I am delighted to extend to you an offer to join the San Francisco office of Kirkland & Ellis LLP ("K&E" or the "Firm") as an associate in the IP Litigation group. This letter confirms the terms of our offer, which at this time remains subject to the conditions specified below.

### Compensation

For purposes of compensation and reviews, you will be placed in the class of 2017. Although salary levels are always subject to change, the class of 2017 is currently compensated at an annualized salary of [REDACTED].

The bonus year is from September 1 to August 31 each year, and bonuses for a review year are paid the following December. All bonuses are within the sole discretion of the Firm and take into account your hours and performance during the review period.

We will pay you a guaranteed bonus in December 2020 equal to 100% of the New York market bonus paid to the class of 2016. In December 2021, we will pay you the K&E bonus you would have received had you been at the Firm for the entire review period calculated by annualizing the hours that you worked during the bonus period.

You will receive a one-time signing bonus of [REDACTED], payable with your first paycheck. If you leave the Firm during your first twelve months of employment, then you will need to repay the entire bonus to the Firm.



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### PERSONAL AND CONFIDENTIAL

All bonuses contemplated by this letter are only paid to the extent you remain with the Firm and in good-standing on the date of payment.

#### **Review**

The associate review period is from July 1 to June 30 each year. If you start with the Firm on or before March 31 (or after April 1 but have billed a significant number of hours before June 30), you will first be reviewed with your class in the fall of the year in which you joined the Firm. Otherwise, you will be reviewed with your class in the next review year.

#### **Bar**

We expect that you will take the California Bar exam offered in February after you begin working at K&E. K&E will reimburse you for the cost of the Bar exam, a Bar review course or a private Bar tutor<sup>1</sup>, and any Bar registration expenses that you incur. The Firm will provide you with up to six weeks paid leave -- the five weeks prior to the exam, and the week of the exam. In addition, you will receive 300 hours of office hour credit for bonus purposes in the year in which you take the Bar exam.

#### **Relocation**

K&E offers a very generous relocation package which covers house hunting trips, a lease breaking fee (for one month), shipment of household goods, travel to new location, temporary housing (for up to 30 days), and a relocation allowance of \$5,000. Please refer to the enclosed lateral moving policy for additional details.

#### **Benefits**

You will be eligible to participate in the health and welfare and 401(k) plans available to associates. Details regarding the Firm's benefit programs will be provided to you during your orientation. Should you have any questions regarding these benefits please contact the benefits department at (312) 862-2997.

#### **Conditions to Offer**

This offer is contingent upon the Firm's satisfaction in its sole discretion with the results of the following: (a) a conflicts analysis; (b) your submission and our review of a new attorney pre-employment questionnaire; (c) a third-party background check; and (d) our receipt of certificates of good standing from all state

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<sup>1</sup> A list of firm approved tutors will be provided upon request.

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**PERSONAL AND CONFIDENTIAL**

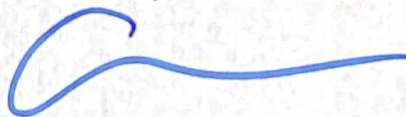
Bars of which you are currently a member. If you are currently employed, it is important that you do not give notice to your employer until you are advised by the attorney recruiting team at K&E that the information you have submitted does not create any conflict of interest issues that would preclude you from working here.

The conflicts department will forward you via e-mail a web address and password for you to enter your conflicts information directly into our lateral intake database, as described in (a) above. The attorney recruiting team will forward the necessary forms described in (b) and (c) above with instructions on returning them to attorney recruiting and will ensure that the information is processed on a confidential basis.

Your acceptance of this offer indicates that you agree to all terms and conditions of the offer contained herein.

We are extremely enthusiastic about having you join us. If you have any questions, please feel free to give me a call.

Sincerely,



Adam R. Alper

AGREED AND ACCEPTED  
this 23<sup>rd</sup> day of September, 2020.

Zoya Kovalenko  
Zoya Kovalenko